

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

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COMPETITIVE PRODUCT PRICES  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 4  
(MC2014-38)  
NEGOTIATED SERVICE AGREEMENTS

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Docket No.  
CP2014-67

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION TWO TO  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 4  
NEGOTIATED SERVICE AGREEMENT  
(January 13, 2016)**

In Order No. 2222, the Commission included the agreement that is the subject of this docket within the Global Reseller Expedited Package Contracts 4 product.<sup>1</sup>

Attached to this notice is a Modification Two to the agreement that is the subject of this docket. The modification revises Article 11 of the agreement, as well as the articles of the agreement that concern postage payment, to allow postage payment through the Electronic Verification System (eVS®). The modification is intended to go into effect on February 1, 2016.

A redacted copy of the modification is filed as Attachment 1 to this notice. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its August 8, 2014, notice in this docket.<sup>2</sup> The application protects from disclosure

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<sup>1</sup> Order No. 2222, Order Approving Modification to Global Reseller Expedited Package Contracts 4 Negotiated Service Agreement, Docket No. CP2014-67, October 22, 2014.

<sup>2</sup> Request of the United States Postal Service to add Global Reseller Expedited Package Contracts 4 to the Competitive Products List and Notice of Filing a Global Reseller Expedited Package 4 Negotiated Service Agreement, Docket Nos. MC2014-38 and CP2014-67, August 8, 2014, Attachment 1.

the information that has been redacted from the materials that the Postal Service is filing publicly today with this notice.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
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January 13, 2016

**MODIFICATION TWO TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND  
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Reseller") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller on June 19, 2014, and signed by the USPS on June 23, 2014, as amended by the modification to the Agreement, signed by the Reseller on September 18, 2014, and signed by the USPS on September 19, 2014. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to revise Article 11 of the Agreement, as well as the articles of the agreement that concern postage payment to allow postage payment through the Electronic Verification System (eVS®) administered by USPS.

Article 5(2), regarding Obligations of the USPS, shall now read as follows:

**ARTICLE 5. OBLIGATIONS OF THE USPS**

[...]

2. Notice of Postage Due. To provide the Reseller with a statement to support the calculation of postage due to the USPS as a result of discrepancies between the PC postage or the postage paid through the Electronic Verification System (eVS®) administered by USPS (as described in Article 6, Paragraph 2) that was applied by Reseller's Customers sending Qualifying Mail, and the actual postage due to the USPS under this Agreement.

Article 6(2), 6(4), 6(7) and 6(9) shall now read as follows:

**ARTICLE 6. OBLIGATIONS OF THE RESELLER**

[...]

2. Payment Method.
  - a. To pay postage to the USPS through the intermediary of one or more PC Postage Providers of the Reseller's choosing provided that the PC Postage Provider(s) is listed as approved in DMM 604.4.1.4, and capable of both (i) programming rates based on this Agreement, and (ii) complying with USPS reporting requirements related to this Agreement; and/or
  - b. Only after notification from USPS to the Reseller that postage payment through the Electronic Verification System (eVS®) is acceptable, to pay postage through eVS®, using a permit imprint subject to the conditions stated in DMM 604.5 and IMM 152.6, following standards as published in USPS Publication 205 *Electronic Verification System (eVS®) Business and Technical Guide*, USPS Publication 199 *Intelligent Mail Package Barcode - (IMpb) Implementation Guide for Confirmation Services and Electronic Verification System (eVS) Mailers*, and other related documents. Reseller may pay postage through eVS® only after USPS provides notification to the Reseller that postage payment through the eVS® system under this Agreement is permissible.

[...]

4. Tender. To require that the Reseller's Customers present the mailings to the USPS using any means of tender the USPS authorizes for items paid for by use of PC Postage or eVS®, with the exception of tender at a retail window of any post office.

[...]

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7. Software.

- a. If postage payment is through a PC Postage Provider, to require the Reseller's Customers to apply address labels and Customs declarations to Qualifying Mail using the software provided by the approved PC Postage Provider which the Reseller has identified as its chosen postage payment intermediary.
- b. If postage payment is through eVS® to create address labels for PMEI, PMI, and FCPIS Qualifying Mail using eVS® and to send the required Customs information for each Qualifying Mail item to USPS through USPS PTR Shipping Services file 1.7 or 2.0, in accordance with the most recent versions of USPS Export Compliance Customs Data Requirements and USPS Guidelines for Privately Printed customs Declarations Forms. (The most recent versions of these two documents, as of July 6, 2015, were available at [https://ribbs.usps.gov/intcustomsforms/documents/tech\\_guides/ExportComplianceCustomsDataRequirements.pdf](https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/ExportComplianceCustomsDataRequirements.pdf) and [https://ribbs.usps.gov/intcustomsforms/documents/tech\\_guides/GuidelinesforPrivatelyPrintedCustomsDeclarationForms.pdf](https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/GuidelinesforPrivatelyPrintedCustomsDeclarationForms.pdf)).

[...]

9. Postage Due. To pay postage due to the USPS as a result of discrepancies between the PC postage or postage paid through eVS® applied by the Reseller's Customers, and the actual postage due to the USPS under this Agreement.

Article 11 shall now read as follows:

**ARTICLE 11. TERM OF THE AGREEMENT**

1. The USPS will notify the Reseller of the Effective Date of this Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement will remain in effect until 11:59 p.m. on February 5, 2021. This Agreement may be terminated sooner, pursuant to Article 12 or Article 13.
2. The USPS shall have no obligation to notify the Reseller of the status of the approval process or of potential fulfillment of the approval process.

Article 26 shall now read as follows:

**ARTICLE 26. FRAUD**

26. Fraud. The Reseller shall notify the Reseller's Customers that providing false information to access discounted rates or pay less than the applicable postage due through the use of a PC Postage provider or through eVS® may subject the Reseller's Customers to criminal and/or civil penalties, including fines and imprisonment.

The USPS will notify the Reseller of the Effective Date of this Modification within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

All other terms and conditions of the Agreement shall remain in force.

The Reseller acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2014-67). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding. The Reseller further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, [www.prc.gov](http://www.prc.gov). In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website: [www.prc.gov/docs/63/63467/order225.pdf](http://www.prc.gov/docs/63/63467/order225.pdf).

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The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature:

Frank A. Cebello

Name:

Frank A. Cebello

Title:

Director, International Sales

Date

1/5/16

**ON BEHALF OF** [REDACTED]

Signature:

Name:

Title:

Date:

12-28-15

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